

IN THE DISTRICT COURT OF CHOCTAW COUNTY  
STATE OF OKLAHOMA

FILED

DISTRICT COURT  
CHOCTAW COUNTY OKLAHOMA

JEFFREY C. CURTIS,

Plaintiff,

v.

MDOW INSURANCE COMPANY)

Defendant.

2011 OCT 31 PM 3 47

JIMMY L. WALKER, COURT CLERK

Case No.:

BY

DEPUTY

PETITION

COMES NOW the Plaintiff, Jeffrey C. Curtis, and for his petition against MDOW Insurance Company would state as follows

1. The Plaintiff is a resident of Hugo, Oklahoma.
2. The Defendant is an insurance company which issued a homeowners insurance policy to the Plaintiff. The insurance policy which was issued to the Plaintiff from the Defendant shows that its principal place of business is in Houston, Texas.
3. On or about October 15, 2010, while the Plaintiff's homeowner's insurance policy was in full effect, the Plaintiff sustained a fire loss to his home located at 1220 N. B St. in Hugo, Oklahoma.
4. The Plaintiff, after the fire loss to his residence, reported the loss to the insurance company which contacted a restoration company having them come out to initiate cleanup and repair.
5. After the restoration company began work, it was notified to cease and desist further work and coverage for the fire loss was denied.
6. On or about November 16, 2010 the Defendant insurance company sent to the Plaintiff a letter which denied coverage for the fire loss, giving no factual basis for

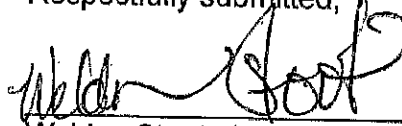


- the conclusions given as the basis for the denial or the allegations made against Jeffrey C. Curtis, which included allegations of criminal misconduct and/or fraud.
7. The allegations made by the Defendant against the Plaintiff and the denial of insurance policy benefits for the fire loss were improperly based upon an inadequate investigation and/or an unreasonable interpretation of the results of the investigation.
  8. The denial of the homeowner policy benefits for the fire loss was a breach of contract as well as a wrongful denial of insurance policy benefits, to the benefit of the insurance company. The Defendant breached its duty to deal with its insured in good faith and breached its duty to its insured to deal fairly with its insured. The Defendants conduct was unreasonable and in bad faith for which the Defendant should be punished and the Plaintiff awarded damages.
  9. That the Plaintiff purchased homeowners insurance in part for the peace of mind that if something happened to his house the home could be quickly repaired or replaced. The Plaintiff sustained a fire loss and in contradiction to his reasonable expectation of timely repair of his home, policy benefits were wrongly and in bad faith denied.
  10. The Defendant failed to weigh the probabilities in a fair and honest way after obtaining all relevant facts and failed to consider the needs and interests of its insured.
  11. The Plaintiff should be awarded damages for his fire loss, damages for bad faith denial of policy benefits and punitive damages pursuant to 23 OSA 9.1 in an amount to be determined by the Court and by the Jury.

Wherefore, based upon the above and foregoing the Plaintiff requests judgment against the Defendant in an amount in excess of \$75,000.00 with the appropriate amount to be determined by the jury; attorney fees and costs and such other and further relief as the Court deems reasonable and proper.

Date: October 31, 2011

Respectfully submitted,



Weldon Stout, OBA#8673  
WRIGHT, STOUT & WILBURN, PLLC  
300 West Broadway, P.O. Box 707  
Muskogee, OK 74402  
Tele: 918.682.1121; Fax: 918.683.6340  
email: [Weldon@wsfw-ok.com](mailto:Weldon@wsfw-ok.com)

and

Thomas J. Hadley, Esq.  
P.O. Box 668  
Hugo, OK 74743-0668  
Tele: 580.326.3108

**JURY TRIAL DEMANDED**

**ATTORNEY LIEN CLAIMED**

GOVERNOR  
MARY FALLIN

INSURANCE COMMISSIONER  
JOHN D. DOAK



INSURANCE COMMISSIONER  
State of Oklahoma

January 25, 2013

MDOW INSURANCE COMPANY  
P.O. Box 540307  
Houston TX 77254

RE: CJ201190  
In the District Court in CHOCTAW  
State of Oklahoma  
JEFFREY C. CURTIS  
vs  
MDOW INSURANCE COMPANY

Dear Sir or Madam:

Enclosed is a copy of the above captioned summons served on the Insurance Commissioner as designated agent for service of process of foreign insurance companies doing business in the State of Oklahoma (36 O.S. section 621(B)).

Sincerely,

JOHN DOAK  
Insurance Commissioner

A handwritten signature in cursive script, appearing to read "Maria Torres".

Maria Torres

Legal Department

dp/enclosure